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GOVERNMENT DOCUMENTS

THE REGIONAL MUNICIPALITY OF HAMILTON - WENTWORTH

Department of Engineering

CONTRACT NO. RHW-77-32 (SH)

Reconstruction of KING STREET WEST - from Bay Street to Dundurn Street.

W. A. Wheten
B.Sc., F.E.I.C., P.Eng.
Commissioner of Engineering

CONTRACT NO. RHW-77-32 (SH)

Reconstruction of KING STREET WEST -
from Bay Street to Dundurn Street.

PERFORMANCE OF CONTRACT BOND NO. 19C2548

KNOW ALL MEN BY THESE PRESENTS THAT STANDARD PAVING COMPANY,

A DIVISION OF STANDARD INDUSTRIES LIMITED as Principal,
hereinafter called the Principal, and

CANADIAN GENERAL INSURANCE COMPANY as Surety,
hereinafter called the Surety, and held and firmly bound unto

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH as Obligee,
hereinafter called the Obligee, in the amount of FOUR HUNDRED AND SEVENTY-TWO THOUSAND, EIGHT HUNDRED AND THIRTY-TWO AND ----------12/100 Dollars.

($472,832.12) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee, dated the 5th day of JULY, 1977, for CONTRACT #RHW-77-32(SH)-RECONSTRUCTION OF KING STREET WEST FROM BAY STREET TO DUNDURN STREET in accordance with the plans and specifications submitted therefore which contract, plans and specifications and amendments thereto, to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform all stipulations and agreements in said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract, less the amount properly paid by Obligee to Principal.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators, or successors of Obligee.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this 5th day of JULY, 1977.

STANDARD PAVING COMPANY, A DIVISION OF STANDARD INDUSTRIES LIMITED

BY

CANADIAN GENERAL INSURANCE COMPANY

BY

K. R. JEWITT, Attorney-in-Fact.
Surety

2 Bloor Street East
Toronto, Ontario
M4W 3C4
Telephone (416) 965-8666

The Workmen's Compensation Board

TO Regional Municipality of
Hamilton-Wentworth

June 14, 1977

Regarding Firm 210-004

Standard Paving Company
A Division of Standard Industries Ltd.

Re: Contract RHW-77-32(SH)

Gentlemen:

The above mentioned firm has complied with the requirements of the Workmen's Compensation Act and is in good standing as of this date.

Under Section 9 of the Act the principal is liable to pay any assessment for which the contractor is liable and does not pay. For his own protection the principal should therefore require the contractor to produce evidence that he is in good standing with the Board before final settlement is made.

Yours very truly,

W.J. Graham
Supervisor
Collection Section
Revenue Branch

Royal Insurance

HEAD OFFICE – CANADA
40 SCOTT STREET
TORONTO, ONTARIO
M5E 1L5

CERTIFICATE OF INSURANCE

DATE: June 14, 1977.

This is to Certify to:

The Regional Municipality of Hamilton - Wentworth

that Policies of insurance as herein described have been issued to the insured named below and are in force at this date.

INSURER: The Western Assurance Company

BRANCH ADDRESS: Toronto Commercial Branch, Suite 1400, First Canadian Place, P.O. Box 37, Toronto, Ontario

Fold

INSURED– NAME: Standard Paving Company
ADDRESS: Division of Standard Industries Ltd.

LOCATION AND OPERATIONS TO WHICH THIS CERTIFICATE APPLIES: Contract No. RHW-77-32(SH)

This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability upon the Insurer.

KIND OF POLICY	POLICY NUMBER	EXPIRY DATE D	M	Y	LIMITS OF LIABILITY: BODILY INJURY EACH PERSON	BODILY INJURY EACH OCCURRENCE	BODILY INJURY AGGREGATE	PROPERTY DAMAGE EACH ACCIDENT	PROPERTY DAMAGE AGGREGATE
PUBLIC LIABILITY (Except Automobile) Products and/or Completed Operations: Included [X] Excluded [ ]	*5527655	31	3	78	OR $1,000,000. (One Million Dollars)			INCLUSIVE LIMIT	
EMPLOYERS LIABILITY	*Included				EACH PERSON	EACH ACCIDENT			
AUTOMOBILE LIABILITY * All owned vehicles [X] All hired vehicles [X] Standard, Non-Owned Policy [X] Specific vehicles only [ ]	A8778298 Included in Policy #5527655	31	3	78	$ 1,000,000. (One Million Dollars)			INCLUSIVE LIMIT	
					OR EACH PERSON	EACH OCCURRENCE		EACH ACCIDENT	
OTHER (Describe)									

* ABSENCE OF AN ENTRY IN THESE SPACES MEANS THAT INSURANCE IS NOT IN FORCE IN RESPECT OF THE COVERAGES OPPOSITE THERETO

THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY.

Form 0259 (Rev. 75)

Authorized Representative

CONTRACT R 7-77-32(SH)

Addendum #2

This Addendum shall be incorporated into and form part of the contract documents.

1. Schedule of Quantities and Prices

   A) Delete page 6 originally issued and insert revised page 6 issued herewith - "Change" Item #3

   B) Delete page 7 originally issued and insert revised page 7 issued herewith - "Change" Item #14

   C) Delete page 8 originally issued and insert revised page 7 issued herewith - "Change" Item #16a
   - "Change" Item #18

2. Sidewalk Reconstruction North Side of King Street from Bay Street to Caroline Street

   Include in the unit price bid for the sidewalk reconstruction to protect all existing trees and to replace as existing.

3. Parking Meters

   The Traffic Department will remove parking meter heads. Included in the unit price bid for sidewalk reconstruction shall be the cost of removing and disposing of parking meter posts.

   Prior to construction of the new sidewalk the traffic department will provide either inserts or posts to be installed by the contractor.

4. Supplementary Instructions to Bidders

   Delete section 2 on page 1.
   SECTION 200.04.10 of the Standard Specifications "Book A" shall apply in its entirety.

5. Water Services and Watermains

   All water services and watermains broken or damaged during construction will be repaired by Regional forces at the contractor's expense.

   For repairs phone 526-4426 between 8:00 a.m. and 5:00 p.m. or 526-0241 after 5:00 p.m.

6. Sidewalk Marking Pattern

Attached find Drawing No. 76-4-904, Sheet 8 of 8 showing the sidewalk marking pattern. The cost of this marking is to be included in the unit price bid for sidewalk reconstruction.

7. Intersection of Queen and King Streets

Attached is a photocopy of the above intersection showing the revised limit of roadway construction.

CONTRACT RLW-77-32 (SH)

Pre-Tendering Meeting
2:00 p.m.
Wednesday, 1 June 1977

Room 219, 2nd Floor, City Hall

Present: Region

Mr. G. J. Stone, Director Engineering Services
Mr. J. W. Koshurba, Project Design Engineer (Sewers)
Mr. F. J. Berman, Project Construction Engineer
Mr. P. D. Anderson, Construction Engineer

City of Hamilton

Mr. W. Howard, Traffic Department

Utilities

Mr. B. Wild, Hamilton Hydro
Mr. G. L. Roberson, Bell Canada

Contractors

Mr. R. E. Beveridge, Dufferin Construction
Mr. G. Thomson, S. McNally & Sons
Mr. E. Paska, Standard Paving Limited
Mr. S. Dinning, Standard Paving Limited
Mr. B. Allaby, Wm. Groves Limited
Mr. L. J. Groves, Wm. Groves Limited
Mr. B. Baillie, Agnew-Baillie Contracting
Mr. P. Strychowskj, A. Cope & Sons Limited
Mr. A. F. Sutherland, A. Cope & Sons Limited
Mr. E. R. Hill, Baldasaro & MacGregor Ltd.
Mr. D. C. Jerome, King Paving & Materials
Mr. J. Duggan, Bandiera & Associates
Mr. A. H. Fretz, Dineen Construction
Mr. M. Dmitruk, Stanton Pipes

The following sections of the Contract, "Special Provisions" were discussed:

Section 2.2 Backfilling

The contractors were advised that this section of the contract will be strictly enforced and that no deviation will be allowed.

Cont'd .....

Section 2.3 Trench Widths
Section 2.4 Sheathing & Shoring

The method of construction shall be determined by the contractor and approved by the Engineer.

If the close sheathing method is used all close sheathing materials shall be removed.

Section 2.15 Co-ordination of Work and Working Hours

Work contemplated by others is as follows:

a) Hamilton Hydro Electric System

Street lighting poles to be installed after installation of new curb. Hydro duct run to be installed after existing sidewalk is removed.

Contractor is to contact Mr. Bruce Wild of the H.H.E.S. at 528-6321 to co-ordinate this work.

b) Bell Canada

There is one crossing to be made at the intersection of Ray Street.

Contractor is to contact Mr. Les Roberson of Bell Canada at 526-5703 to co-ordinate this work.

The contractors were advised to bid the work to be done between the hours of 7:00 a.m. and dusk.

If the successful bidder wishes to work earlier than 7:00 a.m. and later than 10:00 p.m., approval will have to be obtained from City Council. This approval cannot be guaranteed at this time.

Section 2.16 Traffic Requirements

Attached is a memorandum from the City of Hamilton, Traffic Department detailing the proposed detour routes.

The contractor is responsible for all barricades and delineators within the limits of construction and erecting signs and barricades east of Bay Street to reduce traffic from 5 lanes to 2 lanes.

Cont'd .....

General

1. Water Services and Watermains

All water services and watermains damaged or broken during construction will be repaired by Regional forces and charged to the contractor.

For these repairs, contact the Regional Water Maintenance Department at 526-4426.

2. Trees

The trees in the sidewalk on the north side of King Street between Bay Street and Hess Street are to remain.

The contractor is to protect these trees and replace brick pavers around trees. The cost of this work is to be included in the unit price bid for the sidewalk reconstruction.

3. Parking Meters

The Traffic Department will remove the Parking Meter Heads. The Contractor is to remove and dispose of the posts.

Prior to pouring new sidewalk, the Traffic Department will provide either inserts or posts to be installed by the Contractor at locations designated by the Traffic Department.

4. Supplementary Instructions to Bidders

Delete section 2 on page 1 of the Supplementary Instructions to Bidders.

Section 200.04.10 of the City of Hamilton, Department of Engineering, Standard Specifications Book "A" shall apply in its entirety.

5. Dust Control

In the event that calcium is required for dust control, the cost will be borne by the Region on a cost-plus basis.

T. R. Engelbrecht
Secretary
Office Manager
Engineering Services

Attach

THE CORPORATION OF THE CITY OF HAMILTON

R. J. DESJARDINS, P. ENG.,
B.SC. M.I.T.E. M.T.P.I.C.
TRAFFIC COMMISSIONER

OFFICE OF
DEPARTMENT OF TRAFFIC
HAMILTON, ONTARIO

May 27, 1977

M E M O R A N D U M

To: Mr. G. Stone
Regional Engineering Department

From: T. G. Hindson

Re: King Street Sewer and Roadway Construction between Bay Street and Dundurn Street - City of Hamilton - Detour Plans and Contingency Plans

Copied to: Draft Letter to Police

[illegible] Regional Engineering [illegible] that on or about June 6, 1977, work will begin on King Street between Bay Street and Dundurn Street. Enclosed, [illegible] both of the major alternate routes for King [illegible].

Highlights of the traffic detour plans are:

1. [illegible] for Highway "8" north and "6" north to eastbound via Victoria, westbound via [illegible] Street and southbound via Dundurn Street to King Street. Heavy traffic would [illegible] this alternate route [illegible] including streets on the truck route [illegible].

2. The alternative automobile route detour will [illegible] eastbound to Hunter westbound to Queen Street southbound to Aberdeen westbound and northbound via Longwood Road.

3. A double right turn will be provided for traffic [illegible] westbound on King Street at Bay Street.

4. A double left turn will be provided for traffic proceeding northbound on Cannon Street at Queen [illegible].

...2

A double left turn will be provided for traffic [illegible] York Street at Dundurn St[illegible].

6. Dundurn Street between York Boulevard and King Street will be changed to provide 2 lanes for southbound traffic and 1 lane for northbound traffic.

7. A double right turn will be provided for southbound traffic on Dundurn Street at King Street.

[illegible] signal light changes will be performed at [illegible] location[illegible].

8. Additional provisions are being made for egress from the Bay Street Pine Station and local access [illegible] in the construction area.

9. [illegible] from Bay to Dundurn will be open for [illegible] local [illegible] traffic only.

10. Special arrangements will be made to provide parking for local businesses

If due to some unforeseen emergency during the construction period, bus and local access traffic can temporarily not proceed on King Street, we recommend that consideration be given to the following [illegible]. Should such an emergency occur during the rush hour, we would anticipate severe disruption to bus services which amount to approximately 50 westbound buses per hour during the rush hour [illegible].

If a roadway blockage occurred on King Street between Bay [illegible], we would suggest that buses only be permitted [illegible] Queen. Due to the limited width of Napier Street in this area, we would suggest that an officer be placed [illegible] buses only to proceed westbound. An additional officer would be required at Napier and Queen Streets in order to prohibit eastbound automobile traffic and assist buses in making left hand movements into Queen Street.

If a roadway blockage occurred between Queen and Locke Streets, an additional officer may be required at Locke Street in order to prohibit additional traffic from entering Napier and assist [illegible] Street.

If a roadway blockage occured west of Locke Street, which is considered to be a remote possibility, Locke Street North and Florence to Dundurn would be used as an emergency bus route. In this case, one officer may be required at Dundurn and Florence to assist buses onto Dundurn Street.

Extra publicity arrangements will be made to advise the motoring public of the King Street construction and our staff will monitor the traffic conditions during the ~~reconstruction~~ period to accommodate as much traffic on the alternate routes as possible.

Yours very truly,

IGH/lmc

J. G. Hindson

Contract RHW-77-32 (SH)

ADDENDUM #1

This addendum shall be included in and form part of the Contract Documents.

Drawings

Please insert drawing #W.S. 312 (attached) omitted from Contract Drawings.

Department of Engineering
26 May 1977

LIST OF CONTRACT DOCUMENTS

for

CONTRACT NO. RHW-77-32 (SH)

The following shall form the Contract Documents:

Addenda numbered _____ to _____

List of Contract Documents

List of Contract Drawings

* Manual of Standard Specifications and Drawings, Books "A" and "B", the Current Edition of which has:-Books "A" Index dated February 2nd, 1973, and issued on February 5th, 1973 Book "B"- Indexes to Roadway, Sewer and Water Works Standard Drawings, dated 2nd February 1973 and issued on 5th February 1973.

Tender Notice

Contract for Works (RHW Form 003)

Performance Bond

Form of Tender (RHW Form 002) Including

Schedule of Quantities and Prices
List of Sub-Contractors
Price Schedule for Extra Work

Supplementary Instructions to Bidders
Special Provisions Respecting Revisions to Manual on Standard Specifications and Drawings, Book "A" and "B" Latest Edition

Special Provisions

Special Provisions Respecting Contingency Allowance

Special Provisions Respecting Time to Complete Work

Special Provisions Respecting Federal & Ontario Retail Sales Tax

Wage Schedules - City of Hamilton

* These Standard Specifications and Drawings are not bound in the Contract Documents:

Manual on Standard Specifications and Drawings, Books "A" & "B" are available for a fee of FORTY ($40.00) dollars from the Department of Engineering, 3rd Floor, City Hall, Hamilton

REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

LIST OF CONTRACT DRAWINGS

CONTRACT NO. RHW-77-32 (SH)

NOTE: The drawings listed herein below form a compliment to the Specifications governing the work in this Contract. The drawings illustrate generally and in detail, the nature and extent of the work to be performed.

PLANS AND PROFILES

Drawing No.	Sheet No.	Description
77-S-713	1, 2, 3, 4, & 5	King Street West from Dundurn Street to Bay Street.
77-S-713	6 & 7	King Street West Intersection Details
77-S-713	8	King Street West Details
77-H-904	1, 2, 3, 4, & 5	King Street West from Dundurn Street to Bay Street
77-H-904	6 & 7	Cross Sections - King Street West from Dundurn to Bay Street
RS 2006	1	Typical Underground Traffic Layout
RS 2007	1	Typical Installation of Ductwork for Traffic Control Devices
W.5. 312		Standard 16" dia. valve chamber for D. I. Pipe.

Standard Detail Drawings

Manual of Standard Drawings - Book "B"

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

DEPARTMENT OF ENGINEERING

TENDER NOTICE

CONTRACT NO.: RHW-77-32 (SH)

Sealed tenders for the above, as specified herein, will be received up to 11:00 a.m. (local time) FRIDAY 10 JUNE 1977 c/o Regional Clerk, 38th Floor, Century 21, 100 Main Street East, Hamilton.

Public tender opening at 11:00 a.m. in the committee room of the Regional Clerk's office.

(i) All tenders must be filed on the date specified.

(ii) Tenders received later than the time specified will not be accepted regardless of the postal cancel date.

(iii) Instructions to Bidders - Refer to Ham. Form 100.

CONTRACT FOR WORKS

THIS AGREEMENT made the twenty-seventh day of June one thousand, nine hundred and seventy-seven

BETWEEN ..Standard Paving Company.....

.....

.....

(hereinafter called the "Contractor')

and THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

(hereinafter called the "Region")

WITNESSETH, that the said Contractor covenants and agrees with the said Region that in consideration of the payments to be made by the said Region in manner and at the times hereinafter mentioned, and the said Contractor will do and perform the whole of the works and manufacture, furnish, supply, deliver and install the materials or equipment hereinafter mentioned, with due expedition and in a thoroughly workmanlike manner, in strict accordance with the Tender, Manual of Standard Specifications and Drawings, including Special Provisions and addenda, letters related thereto hereunto annexed and the drawings therein referred to, all of which are made part of this contract as if embodied herein and will furnish all materials, tools, plant, machinery, labour, and workmanship required for the said works, together with transportation of the same, and all other things necessary for the due and proper execution of the said works in manner aforesaid and will do all such work and furnish all such materials according to the directions and to the satisfaction of the Engineer for the time being of the said Regional Municipality of Hamilton-Wentworth.

.01 The Works referred to in this agreement consist of:

Contract No. RHW - 77 -32 (SH)

Reconstruction of King Street West from Bay Street .....

to Dundurn Street. .....

.02 The said Contractor agrees that he/it will commence the said works when required and ordered by the Commissioner of Engineering, and will proceed therewith at a rate satisfactory to the Commissioner of Engineering, and will complete the same within time prescribed in "Time for Completion and Liquidated Damages" after notification from the Commissioner of Engineering to proceed with the work and that if the said works shall not have been completed or said materials supplied and delivered when ordered before that date the said Contractor will pay to the said Region the sum prescribed in "Time for Completion and Liquidated Damages", for every working/calendar days beyond the date of the said works shall remain incomplete, which amount may be recovered as a debt, or may be set-off against any money payable under this contract or otherwise.

.03 It is hereby provided and agreed that if the said Contractor shall fail in any way in the performance of the covenants herein contained, or shall neglect to perform the said work and furnish materials therefore or deliver the supplies when ordered to the satisfaction of the Commissioner of Engineering, or to proceed with the work with such despatch as he shall require, then and in every such case, it shall and may be lawful for the said Region and they are hereby empowered, to enter upon, and complete the said works, and for that purpose to take possession of all plant, machinery, tools and materials provided therefore by the Contractor, or to enter into a contract with any other person or persons who may agree to execute such works, or deliver such supplies and further that the said Contractor shall forfeit and pay to the Region the difference, if any, between the price the said Region may have to pay for the completion of such works and delivery of such supplied and the price herein agreed to be paid.

.04 The said Region covenants with the said Contractor that if the said work shall be duly and properly executed and materials provided as aforesaid, according to the directions of the said Engineer and to his satisfaction within the period aforesaid, and if the said Contractor shall observe all the provisions, terms and conditions of this contract, they, the said Region will pay the said Contractor, for the said work and materials, and for all articles or equipment supplied and delivered the price or sum of

Nine hundred and
fourty-five thousand, six hundred and sixty-four -------25/100 Dollars
.....

($945,664.25)

.04 Cont'd .. ..

in accordance with the terms of payment in the special provisions and general conditions upon progress or interim certificates signed by the said Engineer, provided that no money shall become due or be payable under this contract unless or until a certificate that such money is due to the Contract shall have been signed by the said Engineer, the possession of which certificate is hereby made a condition precedent to the Contractor's right to be paid or to maintain any action for such money or any part thereof.

.05 And the Contractor covenants with the Region that he/it will from time to time, and at all times, indemnify and save harmless, the Region from and against all claims, demands, law suits, expenses, damages, injuries, actions, cause of actions, suits, interest, liens and costs whatsoever on account of the said works, or on account of the non-delivery of the said articles or equipment, or on account of the installation or building of the said works, or which may be incurred by reason of or in consequence of the execution or non-execution or defective or negligent execution thereof, or the supply or non-supply of any plant or material thereof, and will pay to the Region on demand, any expenses, loss, costs, interest or damages which may be sustained by it by reason of or in consequence of any such actions, suits, claims, demands, liens, injuries or causes of action, and any monies paid by the Region in settlement or discharge thereof, or on account thereof, may be deducted from any monies payable to the Contractor, in the hands of the Region, on account of this contract, or may be recovered from the Contractor as monies paid at his/its request; and the Contractor hereby authorizes and empowers the Region and its Solicitor to negotiate, settle or defend any such actions, causes of actions, suits, claims, liens or demands as the Region and its Solicitor may decide in their complete discretion, and the Contractor hereby agrees to ratify and confirm all the acts of the Region and its Solicitor in that behalf, and to pay to the Region on demand its reasonable cost of defending, negotiating or settling any such suits, claims, demands, actions, causes of actions or liens as they may in their discretion deem so to do, and such monies may be deducted from any monies payable by the Region to the Contractor held by the Region on any account of the Contractor whatsoever. And further, any petition in Bankruptcy of the Contractor or other Assignment or Liquidation for the benefit of Creditors shall be deemed to be a default by the Contractor under this contract, and any lien unpaid after demand to pay therefor within five days, by the Region, other than a lien of the Contractor, registered against the lands affected by this contract, shall be deemed to be a default by the Contractor under this Contract.

.06 All workmen, except indentured or other bona fide apprentices, employed in the performance of the work mentioned in these specifications shall be paid at a rate of wages not less than those shown on the current City of Hamilton Wage Schedule for Various Building Trades as Applied to City Tenders and As Agreed Upon By Union Agreement Or As Recognized By the Hamilton Building Contractors' Association, Organization, or Trades.

.07 The said Region shall be at liberty to pay any moneys due or to become payable under this contract in or towards payment of any wages or other moneys which may be owing by the Contractor to any workmen or sub-contractors or other persons for work done in connection with this contract, or of any moneys which may be owing for materials supplied for the works hereby contracted for, and before payment of any moneys under this contract the Region may require the Contractor to make a statutory declaration as to what moneys, if any, are owing for such wages, work or materials, or that the same have all been fully paid.

IN WITNESS WHEREOF the said parties have hereunto affixed their Seals,

Signed, Sealed and Delivered
in the presence of

FOR:

Standard Paving Company
Name of Contractor

Authorized Signature(s)

(Witness)

June 14/77
Date

FOR THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH

Regional Chairman

Regional Clerk

APPROVED AS TO FORM

Commissioner of Finance

Commissioner of Engineering

June 28/77
Date

DATE Jan 27/77
REF. Eng. 10.77. #1
INTL

PERFORMANCE OF CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

as Principal,
hereinafter called the Principal, and

as Surety,
hereinafter called the Surety, and held and firmly bound unto

as Obligee,
hereinafter called the Obligee, in the amount of

Dollars.

($) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee, dated the day of 19 , for

in accordance with the plans and specifications submitted therefore which contract, plans and specifications and amendments thereto, to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform all stipulations and agreements in said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract, the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract, less the amount properly paid by Obligee to Principal.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators, or successors of Obligee.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this day of 19 .

_____ _____

Principal Surety

F O R M O F T E N D E R

Contract RHW-77-32 (SH)
(Name of Contract/Project)

Tender by:

Name: Standard Paving Company

Incorporated Under the Laws of: Ontario
(Specify Province, Canada or otherwise)

Business Address: Box 65 Station B Hamilton, Ontario L8L 7V1

Head Office Address: 1224 Lawrence Rd. W. Toronto, Ontario M6A 1E4

To

.01 Contract Price

I/We the undersigned, having examined the locality and site of work as well as all the Contract Documents, hereby tender and offer to enter into a contract to furnish all material and to perform and complete all the work in accordance with Contract Documents to the satisfaction of the Engineer and to comply with all conditions specified therein, at and for the price or sum shown on the attached Schedule of Prices on a Unit Price Basis for the total Contract Price of: Nine hundred and forty-five thousand, six hundred and sixty-four ----------25 /100 Dollars

($ 945,664.25)

.02 Quantities

The total Contract Price is compiled from the Schedule of Quantities and Prices included in this Form of Tender. The quantities in the Schedule are approximate. I/We agree that the final valuation will be made on the basis of quantities measured during and on completion of the work at the prices in the Schedule.

.03 Completion

I/We agree to complete the work within the prescribed "Time to Complete Work and Liquidated Damages".

.04 Addenda

I/We acknowledge that we have received Addenda numbered 1 to 2 inclusive, and the Tender Price includes the provision set out in such Addenda.

.05 Contract

It is understood and agreed that a binding contract exists upon acceptance of this Tender by Regional Council and that subsequent execution of the contract documents is a formality and not a condition precedent to the existance of a binding contract. The documents listed in the List of Contract Documents for this contract/project shall constitutute the Contract.

.06 Execution

If this Tender is accepted and contract awarded to ~~me~~/us, ~~I~~/We hereby agree to execute the contract, in triplicate, within ten days of notification of acceptance of tender, and upon such execution to provide a Performance of Contract Bond in an amount equal to fifty percent (50%) of the amount of the tender.

.07 Bid Bond

A bid bond in the amount of $ ...5%..... representing five (5) percent of this Tender is attached hereto.

In the event of default or failure on ~~my~~/our part to execute the contract as above prescribed and to provide therewith the necessary Performance of Contract Bond, the Region shall declare the Bid Bond forfeited, and the Bonding Company shall forthwith pay to the Region an amount equal to five percent (5%) of the total amount of the tender. Upon such default, the Region shall be at liberty to accept the next lowest of any tender, or to advertise for new tenders, or to carry out the works in any manner deemed in the best interests of the Region, and ~~I~~/We hereby agree to pay the said Region the difference between ~~my~~/our Tender herewith and any greater sum which the Region may be obliged to pay by reason of such default or failure including the cost of any advertisement for new tenders; and generally to indemnify and save harmless the said Region and

.07 Bid Bond (Cont'd)

their officers from all loss and damage, costs, charges and expenses which they may suffer by reason of such default or failure on my/our part.

.08 Additional Work

I/We also agree if this tender is accepted, to execute whatever additional or extra work that may be required at the rates set forth in the price schedule for additional work or deductions, in strict conformity in all respects with the requirements of the specifications, general conditions and form of agreement.

.09 Time Open for Acceptance

This offer is irrevocable for ninety (90) days from the date of this offer, following which period of time, the Region may treat the offer as revoked and be free to re-tender the said works.

APPROVED BY
REGIONAL COUNCIL
27 JUNE 1977

OFFERED ON BEHALF OF:

Standard Paving Company
Per: Standard Industries Ltd.
Sole Proprietor

.....
Name of Tenderer

Box 65 Station B Hamilton
.....
Address of Tenderer

SEAL

_____
Witness

.....

.....
Authorized Signature(s)

All blanks must be carefully filled in, or the Tender will be declared "Not in Form".

NOTICE

Tenderers are reminded that the contract documents to be executed contain a two (2) year maintenance clause which will be strictly enforced.

SCHEDULE OF QUANTITIES AND PRICES...Cont'd.
Contract No. RHW-77-32(SH)
SECTION "1"

Item No.	Spec. No.	Description	Est'd Quant.	Unit Price	TOTAL
5.	303 S.P.	Supply and install 8" San. and 9" Storm dual private drain. Per Lin. Ft.	33'	$ 37.30	$1,230.90

TOTAL SECTION "1" .....$ 121,947.50

SCHEDULE OF QUANTITIES AND PRICES .... CONT'D

SECTION "2"

Location: King Street West from approx. 50' West of Hess Street to Ray Street.

Item No.	Spec. No.	Description	Est'd. Quant.	Unit Price	Total
1.	303 S.P.	Supply and install sewer complete with "y" junctions and risers. (i) 15" diam. storm Per Lin. Ft.	50'	$ 82.10	$4,105.00
2.	303 S.P.	Construct Manholes Complete (i) Manhole No. 20 as per Plan No. S.ST. 330 modified and Sht. No. 8 including complete connection to existing 12" diam. sewer. Each	1	$3,875.00	$3,875.00

TOTAL SECTION "2" $7,980.00

SCHEDULE OF QUANTITIES AND PRICES....Cont'd

SECTION "3"

Location: King Street West from Ray Street to Dundurn Street

Item No.	Spec. No.	Description	Est'd Quant.	Unit Price	Total
1.	303 S.P.	Supply and install sewers complete with "y" junctions and risers.			
		(i) 18" diam. storm Per Lin. Ft.	395'	$ 50.70	$ 20,026.50
		(ii) 21" diam. storm Per Lin. Ft.	475'	$ 85.00	$ 40,375.00
		(iii) 24" diam. storm Per Lin. Ft.	1,210'	$ 91.25	$110,412.50
		(iv) 15" diam. storm Per Lin. Ft.	190'	$ 58.90	$ 11,191.00
2.	303 S.P.	Construct Manholes Complete.			
		(i) Manhole No. 9 as per Plan No. S.ST. 331 modified and Sht. 8. Each	1	$3,170.00	$ 3,170.00
		(ii) Manhole No. 10 & 11 as per Plan No. S.ST. 330 Each	2	$2,060.00	$ 4,120.00
		(iii) Manhole No. 12 as per Plan No. S.ST. 330 Each	1	$2,194.00	$ 2,194.00
		(iv) Manhole No. 13, 14, 17, & 19 as per Plan No. S.ST. 330 Each	4	$2,060.00	$ 8,240.00
		(v) Manhole No. 15 as per Plan No. S.ST. 330 with drop pipe. Each	1	$2,184.00	$ 2,184.00
		(vi) Manhole No. 18 as per Plan No. S.ST. 330 and Sht. No. 8 including complete connection to existing manhole. Each	1	$2,240.00	$ 2,240.00
		(vii) Manhole No. 16 as per Plan No. S.ST. 330 and Sht. 8 including complete connection to existing 12" sewer. Each	1	$1,844.00	$ 1,844.00

CARRIED FORWARD..... $205,997.00

SCHEDULE OF QUANTITIES AND PRICES....Cont'd
Contract No. RHW-77-32(SH)
SECTION "3"

$205,997.00

Item No.	Spec. No.	Description	Est'd Quant.	Unit Price	Total
3.	303 S.P.	Supply pipe for and reconnect exist. 6" diam. private drains across trenches where cut by sewer installation. Per Lin. Ft.	100'	$ 5.95	$ 595.00
4.	303 S.P.	Supply pipe for and reconstruct 6" diam. private drains or portions thereof as directed. Per Lin. Ft.	150'	$17.50	$2,625.00
5.	303 S.P.	Supply and install 8" San. and 9" storm dual private drain. Per Lin. Ft.	33'	$37.30	$1,230.90
6.	303 S.P.	Supply and install 9" diam. single storm drain from prop. storm sewer to street line. Per Lin. Ft.	50'	$26.75	$1,337.50

TOTAL SECTION "3"..... $ 211,785.40

FORM OF TENDER

CONTRACT NO. PHW-77-32 (SH)

SCHEDULE OF QUANTITIES AND PRICES

SECTION "4"

LOCATION: King Street From Dundurn Street to Bay Street

DESCRIPTION: Reconstruction of 44' to 50' wide asphalt on granular (approx. 4100 lin. ft.) pavement.

Reconstruction of various width sidewalks and 8" curbs.

Plan No. 76-H-904 Sheets 1 to 7 inclusive

Project No. ER-76-38

Item No.	Spec. No.	DESCRIPTION	Unit	Est'd Quant.	Unit Price	Total
1	301	Break out existing road, grade, shape & compact to subgrade	sq.yd.	23,000	$ 2.90	$ 66,700.00
2(i)	301	Granular "A" Base 4" thick	ton	5,000	$ 5.40	$ 27,000.00
(ii)	301	Granular "A" Base 8" thick in driveways	ton	60	$ 6.05	$ 363.00
3 (i)	301	Adjustments - catch basins, manholes, valve chambers, etc.	ea.	120	$50.00	$ 6,000.00
(ii)		H.H.E.S. manholes	ea.	26	$60.00	$ 1,560.00
(iii)		H.H.E.S. service boxes	ea	17	$20.00	$ 340.00
4	301	Burning asphalt 1" thick and 4' wide	sq.yd.	300	$ 2.60	$ 780.00
5	SP 301	Supply and Place Binder course Type HM5 10 1/2" thick in 3 lifts	ton	13,500	$10.40	$140,400.00
6	SP 301 308	Supply and Place Surface Course Type Steel Slag 1½ " thick	ton	2,500	$10.05	$ 25,125.0

Carried Forward $268,268.00

SECTION "4" .... Cont'd

Brought Forward $268,268.00

Item No.	Spec. No.	DESCRIPTION	Unit	Est'd Quant.	Unit Price	Total
7	SP 301 1301	Supply asphalt cement	Provisional sum			$85,000
8	---	Cleaning catch basins, valve chambers and manholes	ea.	140	$ 30.00	$ 4,200.
9	302	Construct Std. catch basins:				
		(i) single - as per plan S.ST. 418 sht. 2	ea.	17	$440.00	$ 7,480.
		(ii) double - as per plan S.ST. 403 sht. 1	ea.	1	$530.00	$ 530.
10	302	Abandon std. catch basin and plug drain connection	ea.	21	$105.00	$ 2,205.
11	302	Rebuild standard catch basin as per plan S.ST. 418, Sheet 2	ea.	4	$490.00	$ 1,960.
12	303	Catch basin drains 9" diameter	lin.ft.	600	$ 22.50	$13,500.
13	302	Reconstruct walk poured adjacent to curb				
	(i)	4'-4" wide walk	lin.ft.	265'	$ 6.65	$ 1,762.
	(ii)	variable width walk (8' 4" to 10'-4")	lin.ft.	430	$ 14.30	$ 6,149.
	(iii)	5'-4" wide walk	lin.ft.	230'	$ 8.15	$ 1,874
	(iv)	6'-4" wide walk	lin.ft.	725'	$ 9.70	$ 7,032.
	(v)	7'-4" wide walk	lin.ft.	2970'	$ 11.35	$33,709
	(vi)	9'-4" wide walk	lin.ft.	342'	$ 14.30	$ 4,890.
	(vii)	10'-4" wide walk	lin.ft.	500	$ 15.80	$ 7,900
	(viii)	11'-4" wide walk	lin.ft.	905'	$ 17.35	$15,701
14	302	Remove existing concrete curb and construct special 8" curb with 2" lip as per plan RS 502	lin.ft.	7,150	$ 4.50	$32,175
15	302	Reconstruct conc. walk poured monolithic with curb	sq.yd.	935'	$ 12.35	$11,547

Carried Forward $ 505,885.35

SCHEDULE OF QUANTITIES AND PRICES

SECTION "4" .... Cont'd

Brought Forward $505.885.35

Item No.	Spec. No.	DESCRIPTION	Unit	Est'd Quant.	Unit Price	Total
16	302	Reconstruct curb poured monolithic with walk	lin.ft.	685'	$ 3.50	$2,397.50
16a	302	Remove exist. 6'0" independent walk and Construct 5'-0" wide independent concrete walk	lin.ft.	880'	$ 7.90	$6,952.00
17	302	Reconstruct california approach as per R.S. 412	lin.ft.	1000'	$ 1.10	$1,100.00
18	302	Reconstruct concrete apron approach	sq.yd.	10	$13.50	$ 135.00
19	302	Reconstruct private walk	sq.ft.	900	$ 1.75	$1,575.00
20	302	Asphalt repairs to driveway	sq.yd.	350	$ 5.50	$1,925.00
21	---	Supply & Place 2" p.v.c. duct	lin.ft.	250'	$ 3.30	$ 825.00
22	---	Supply & Place 3" p.v.c. duct	Lin.ft.	1200'	$ 3.80	$4,560.00
23	---	Construct traffic hand-holes (as per Plan RS 2006 & RS 2007)	ea.	15	$90.00	$1,350.00
24	302	Construct Wheel Chair Ramps as per RS 423				
		(i) Sheet 1 (radial)	ea.	5	$16.50	$ 82.50
		(ii) Sheet 2 (straight)	ea.	50	$16.50	$ 825.00
25	1502	Top Soil 6" in Blvd.	cu.yd.	100	$ 7.65	$ 765.00
26	1502	No. 1 Nursery sod Blvd.	sq.yd.	475	$ 2.00	$ 950.00
27	SP	Fill with Gran."A" and compact "Abandoned Areaways" (approx. 30)	ton	50	$50.00	$2,500.00

Carried Forward $531,827.35

SCHEDULE OF QUANTITIES AND PRICES

SECTION "4" .... Cont'd

Brought Forward $505,885.35

Item No.	Spec No.	DESCRIPTION	Unit	Est'd Quant.	Unit Price	Total
28	SP	"Areaways in Use" to be cleaned up and adjusted	ea.	10	$85.00	$850.00

Total for Section "4" $532,677.35

A/C _____

FORM OF TENDER

CONTRACT NO. RHW-77-32 (SH)

SCHEDULE OF QUANTITIES AND PRICES

SECTION "5"

LOCATION: King Street West at Strathcona Area

Item No.	Spec. No.	DESCRIPTION	Unit	Est'd Quant.	Unit Price	Total
1	304 S.P.	Supply and install 16" diam. D.I. Watermain	lin.ft.	95'	$ 61.80	$5,871.00
2	304	Cut out existing 6" x 12" tee and supply and install 6" x 12" cross and sleeves complete	Lump Sum		$1,988.00	$1,988.00
3	304 S.P.	Construct 16" Gate Valve chamber complete with 16" gate valve, 4" blow off and 6" diam. drain as per Plan No. W.S. 312	ea.	1	$3,415.00	$3,415.00

Total for Section "5" $ 11,274.00

FORM OF TENDER

CONTRACT NO. RHW-77-32 (SH)

SCHEDULE OF QUANTITIES AND PRICES

SUMMARY

SECTION "1" Sewers and Associated Construction
From - Bay Street to approximately 50' West of Hess Street

A/C No. Total $ 121,947.50

SECTION "2" Sewers and Associated Construction
From - Approximately 50' West of Hess Street to Ray Street

A/C No. Total $ 7,980.00

SECTION "3" Sewers and Associated Construction
From - Ray Street to Dundurn Street

A/C No. Total $ 211,785.40

SECTION "4" Reconstruction of Roadways, Sidewalks, Curbs, Etc.
From - Dundurn Street to Bay Street

A/C No. Total $ 532,677.35

SECTION "5" Watermain and Associated Construction

A/C No. Total $ 11,274.00

Total $ 885,664.25

Contingency Allowance $ 60,000.00

Total Tender Price $ 945,664.25

I (We) have received and allowed for Addenda numbered as follows

1 and 2

in preparing my (our) Tender Prices for the work.

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
DEPARTMENT OF ENGINEERING

PRICE SCHEDULE FOR EXTRA WORK

The prices listed herein after shall be used for additions to the regular contract to cover operations not included in the schedule of Quantities, if approved by the Commissioner of Engineering in writing.

The Region considers the beneath to be fair and reasonable prices to be used for evaluating any additions to the Contract. The Tenderer, however, may, in the spaces provided, submit alternative unit prices which he considers to be fair and reasonable without invalidating his tender. Any such alterations will be considered in the examination of the Tender.

Item No.	Description	Unit	Unit Price	Contractor's Alternative Unit Price
1.	Earth excavation, by machine in trenches, including removal and disposal:			
	(a) up to 12 feet deep	per cu. yd.	$3.65	$ 5.00
	(b) 12 feet to 18 feet deep	per cu. yd.	$6.25	$ 8.50
	(c) 18 feet and deeper	per cu. yd.	$8.25	$ 10.00
2.	Earth excavation by hand, including removal & Disposal	per cu. yd.	$15.00	$ 27.00
3.	Rock excavation, including removal & disposal	per cu. yd.	$18.00	$ 27.00
4.	Supply & place 1500 # fill concrete. No form work included	per cu. yd.	$23.50	$ 30.00
5.	Supply & Place 2000 # fill concrete. No form work included	per cu. yd.	$24.75	$ 32.00
6.	Supply & place 3750 # concrete for roadway base. Form work & reinforcing steel not included	per cu. yd.	$27.00	$ 35.00
7.	Supply & place, reinforcing steel with supports	per lb.	$ .39	$ .90

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
DEPARTMENT OF ENGINEERING

PRICE SCHEDULE FOR EXTRA WORK

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	(c) 18 feet and deeper	per cu. yd.	$8.25	$ 10.00
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3.	Rock excavation, including removal & disposal	per cu. yd.	$18.00	$ 27.00
4.	Supply & place 1500 # fill concrete. No form work included	per cu. yd.	$23.50	$ 30.00
5.	Supply & Place 2000 # fill concrete. No form work included	per cu. yd.	$24.75	$ 32.00
6.	Supply & place 3750 # concrete for roadway base. Form work & reinforcing steel not included	per cu. yd.	$27.00	$ 35.00
7.	Supply & place, reinforcing steel with supports	per lb.	$ .39	$ .90

PRICE SCHEDULE FOR EXTRA WORK ..... cont'd

Item No.	Description	Unit	Unit Price	Contractor's Alternative Unit Price
8.	Supply & place, form work including appurtenances	per sq. ft.	$1.50	$ 3.00
9.	Supply, place & compact, Granular "A" crushed stone fill material	per ton (2000 lbs.)	$4.20	$ 7.50
10.	Supply, place & compact Granular "B" stone fill material	per ton (2000 lbs.)	$3.50	$ 6.50
11.	Timbersheeting and/or shoring left in place by written order of the Engineer	per m.f.b.m.	$365.00	$ 450.00
12.	Supply & place 3000 # concrete in Structures. Form work and reinforcing steel not included	per cu. yd.	$29.00	$ 35.00
13.	Topsoil, supply place & compact	per cu. yd.	$ 5.50	$ 7.65
14.	Sodding, supply & place, (No. 1 Nursery Sod & 4" topsoil	per sq. yd.	$1.85	$ 3.00
15.	Sodding, supply & place (No. 1 Nursery Sod only	per sq. yd.	$1.05	$ 2.00
16.	Excavation	per cu. yd.	$4.10	$ 5.00
17.	Burning - existing asphalt	per sq. yd.	$3.40	$ ----
18.	Stripping - existing asphalt	per sq. yd.	$1.60	$ 2.00
19.	6" concrete curb (complete)	per lin. ft.	$5.00	$ ----

PRICE SCHEDULE FOR EXTRA WORK .....cont'd

Item No.	Description	Unit	Unit Price	Contractor's Alternative Unit Price
20.	Private Walk - complete	per sq. ft.	$1.70	$ 1.75
21.	Asphalt in driveways (2" HM-3 on 4" stone base)	per sq. yd.	$4.00	$ 5.50
22.	Asphalt in driveways (HM-3 only)	per ton (2000 lbs.)	$27.00	$ 35.00
23.	Std. Water Works Valve chamber	complete	$425.00	$ 800.00
24.	Excavate for, supply, place and backfill with concrete sand for 6" hel-Cor pipe (Max. depth 24" below sub-grade)	per lin. ft.	$3.70	$ 4.00
25.	Hi-Early water reducing agent added to concrete	per cu. yd.	$1.50	$ 2.50
26.	Supply & place reinforcing steel, 3/8" diameter bars.	per lb.	$ .38	$ .90

SCHEDULE OF QUANTITIES AND PRICES ... cont'd

NOTE: The Tenderer shall complete the following:

The Types of Sewer and Drainage Materials and/or Goods to be furnished by the Contractor and Incorporated in the Permanent Works:-

(Tenderer to detail items hereinbelow)

Tenderer's Estimate of Cost of Above Materials and/or Goods	$ 567,398.25
Tenderer's Estimate of Cost of Labour and All Other Charges	$ 378,266.00
TOTAL PRICE	$ 945,664.25

* These two totals must be identical and shall not include FEDERAL SALES TAX or ONTARIO RETAIL SALES TAX for Sewer and Drainage Works; nor ONTARIO RETAIL SALES TAX except for mixed concrete and mixed asphalt.

Bidders are cautioned to read carefully the FEDERAL SALES TAX and ONTARIO RETAIL SALES TAX exemption of the "SPECIAL PROVISIONS".

THE REGIONAL MUNICIPALITY OF HAMILTON WENTWORTH

DEPARTMENT OF ENGINEERING

LIST OF SUB-CONTRACTORS

SUBTRADE	NAME OF SUBCONTRACTOR	SCOPE OF WORK	AMOUNT

Supplementary Instructions to Bidders

Respecting

Corporation of the City of Hamilton
Department of Engineering
Specification Books A and B

(1) All references to the "City" and the "City Engineer" in the Specification Books A and B shall be changed to read as follows:

"City" shall read the "Region". The Region means THE Regional Municipality of Hamilton-Wentworth.

"City Engineer" shall read the "Commissioner of Engineering".

(2) Clause 200.04.10 Lines Grades and Survey Markers. This clause shall be revised to read:

LINES, LEVELS AND GRADES

The Engineer will provide initial base lines and basic bench marks for the Contractor.

The Contractor shall employ at his own expense a qualified person who shall establish all other necessary lines, elevations and grades,and shall erect required batter boards and sight lines. The latter shall be placed so as to be undisturbed during excavation operations, and subsequent construction. The name of the person who is going to do this work, his qualifications and experience must be submitted to the Engineer for approval.

From time to time, the above mentioned person shall verify by an instrument, base lines, bench marks and all other reference marks and the Contractor shall be responsible for the accuracy of all lines and levels and of the work as built in accordance therewith.

The Engineer may at any time, check the lines, elevations, grades, and reference marks, batter boards etc., set by the person employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, grades, reference marks, batter boards etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

(3) PROVISION FOR TRAFFIC

In addition to Ham. Form 200.03.10 the following shall apply,- The Contractor shall notify the City Engineer and the Department of Traffic prior to barricading any street involved in this Contract.

No regulatory traffic control signs shall be removed by this Contractor until arrangements have been made with the Department of Traffic for the installation of alternate control devices.

(4) DISPOSAL OF SURPLUS EXCAVATED MATERIALS AT SANITARY LANDFILL SITES

Effective 21 Sept. 1976 the following rates shall apply:

		Per Load
1)	Passenger cars	Nil
2)	Passenger Cars with Trailers	Nil
3)	Pick-up trucks without box racks	Nil
4)	Trucks with G.V.W. under 7,000 lb.	Nil
5)	Single axle truck with gross weight of 7,000 lb.s and over	$5.50
6)	Single axle truck in excess of 20 cubic yards	$8.25
7)	Double axle truck - with 12 cubic yards or less	$5.50
8)	Double axle truck - normal load	$11.00
9)	Double axle truck - in excess of 20 cubic yards	$16.50
10)	Single axle packer	$11.00
11)	Double axle packer	$22.00

If the Contractor wishes to make use of the Region's sanitary landfill sites for the disposal of surplus materials, approval of the types and quantities of materials to be deposited must first be obtained from the Region's Environmental Services Section. The Contractor is requested to contact:

Mr. Romeo Palombella
or Mr. Val Terluk
Telephone - 526-4417

Revisions to Manual on Standard Specifications

and Drawings

Book "A" and "B" Latest Edition

1. HAM. FORM 100 page 7 - add after section .12

.13 AVAILABILITY OF SOILS REPORTS

All soils reports prepared for Engineering or Construction projects in the City of Hamilton are available from the Technical Services Section of the Department of Engineering. If a soils report is not available for a specific project, other soils reports may be available for the area in question. These soils reports are available to all interested parties.

2. HAM. FORM 200 page 30

.06.02 Prices and Payments, the last paragraph shall read:

Ninety (90) Days after the date of acceptance of the entire work, a Final Payment Certificate will be issued for any balance of holdback due less any liens of which the City has notice and less any amounts that the City deems necessary to retain for its protection against claims, liabilities, damages or costs for any other claims the City may have against the Contractor under this Contract or other contracts or otherwise, and such payment shall not in any way be construed as an acceptance of all or any part of the work or material under this Contract.

3. HAM FORM 302 page 9

.03.06 Placing and Finishing Concrete - add the following paragraph to the end of this section:

Conrete extrusion machines acceptable to the engineer may be used to extrude the concrete curb, gutter and sidewalk only in specifically approved areas. These areas will either be specified in the contract or may be verified with the engineer. The sidewalk surface shall be brush finished in the transverse direction following the slip forming process. Extruded sections must conform to dimensions shown on the Standard drawings.

4. HAM. FORM 303 Page 4, 6

.02.01 Materials Supplied by the City

After the table on page 4 add "Goss Traps will not be supplied if precast catch basins to standard detail drawing SST 418 are used".

.02.02 Materials Supplied by the Contractor - add

(XI) Goss Traps for all precast catch basins shall be supplied by the Contractor.

5. HAM. FORM 304 Page 31

.21.06 Installation of Gate Valves with Valve Boxes, shall read:

Payment shall be made on the basis of unit price for individual units stated in the item for "Installing City Standard Gate Valve and Sliding Valve Box".

The quantity to be paid for work under this item in the Schedule of prices shall be for the complete installation of the valve box and gate valve. Valve box materials are supplied by the City.

6. HAM. FORM 1200 Page 2

.02.02 Portland Cements, shall read:

Portland cements shall conform to the requirements of C.S.A. Standard A5, "Portland Cements".

7. HAM. FORM 1300 Page 15

.06.04 Mix Control, under Permissible Tolerances, shall read:

"Aggregate, Passing Nos. 1" to No. 4 sieve $\pm$ 5% etc.

8. HAM. FORM 1402 Page 4

Add after Section .03

Flanges and Jointing Materials

Unless otherwise specified all flanges where required shall be flat faced and in accordance with the current American Standards Association Specification B.16.1 for flanged fittings for 125 p.s.i. pressure, with bolt holes straddling the vertical axis.

Full faced one piece gaskets of 1/8" thick rubber shall be supplied for all flanged joints.

All bolts and nuts shall have American Standard threads of the Course Thread Series, and shall conform to ASA-B18-2. For sizes 1-1/8" diameter and below, they shall be of the conventional type and the material shall conform to ASTM A-307 (Grade B). Materials for bolts and studs 1-1/4" diameter and above, shall conform to ASTM A-193 (Grade B-7) or ASTM A-325 (S.A.E. Grade 5). Nuts shall conform to ASTM-A-194 Grade 2H. Bolts shall have hexagonal heads and shall be held with hexagonal semi-finished nuts. The length of any bolt shall be such that it will not project beyond the nut more than 1/2" or less than 1/4" and no bolt shall be less than the diamter of the hole in which it fits by more than 1/8 inch.

All bolts and nuts for flanged jointing shall be cadmium plated.

The cost of the above shall be included in the unit prices for pipe and specials.

9. HAM. FORM 1403 Page 7

.08.03 The third paragraph shall be revised to read:

All bolts and nuts for flanged jointing shall be cadmium plated.

GENERAL NOTES

(i) The City Yard, Elgin Street has been relocated to the Central Services Building, 125 Barton Street West.

(ii) The "Regional Municipality of Hamilton-Wentworth" has assumed jurisdiction for storm sewers, sanitary sewers and watermains in the "City of Hamilton". Matters pertaining to these services as outlined in Books "A" and "B" and references made to the "City of Hamilton" now will be the responsibility of the " Regional Municipality of Hamilton-Wentworth". All queries relating to the above services shall be directed to the Regional Engineering Department.

21 January 1974

REVISIONS TO MANUAL ON
STANDARD SPECIFICATION AND DRAWINGS

Book A & B Latest Edition

Ham Form 100

.02 Ability of Bidder, add the following:

The Bidder must submit with his Tender a Statement of bidder's current status with the Workmen's Compensation Board.

Ham Form 300

.02 Materials and Appliances, add the following:

Workmen, including tradesmen, employed by the Contractor and his subcontractors shall be paid not less than the rate of wages, and shall work the hours of labour, as currently prescribed by Hamilton City Council for City Projects. The Contractor shall display legible copies of the current wage schedule adopted by City Council at prominent positions on the project, and accessible to all employees. The Contractor shall keep proper books and records showing the names, trades and addresses of all workmen engaged on the work and the wages paid to, and time worked by, such workmen, and the books shall be presented for inspection by the Engineer and the Region's authorized Officers upon their demand.

Such authorized officers may inspect any project for the purpose of seeing that the above Wage Schedule is properly posted and may question any employee on the rate of wages he receives and the type of work he is engaged to do.

Ham Form 200 Page 12

.03.02 Liability and Fire Insurance, shall read:

.03.02.01 Comprehensive General Liability Insurance

(a) Without restricting the generality of .03.06 Contractor's Responsibility for Losses and Damages, "Comprehensive General Liability Insurance" will be provided and maintained by the Region, subject to limits of two million dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

(b) The insurance shall be in the joint names of the Region, and the Contractor, and shall also cover as Unnamed Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or his Subcontractors to perform a part or parts of the Work but excluding supplies whose only function is to supply and/or transport products to the project site.

Cont'd .. ..

Ham Form 200 Page 12 (Cont'd)

.03.02.01 Comprehensive General Liability Insurance (Cont'd)

(c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Region.

(d) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

(e) The Comprehensive General Liability Insurance shall include coverage for:

1) Premises and operations liability

2) Products or completed operations liability

3) Blanket contractual liability

4) Cross liability

5) Elevator and hoist liability

6) Contingent employer's liability

7) Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry.

8) Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable.

9) In consideration of the above coverage, all of the items shall be subject to $1,000 deductible for each and every claim including non-owned licenced vehicles.

(f) Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of owned licenced vehicles subject to limits of not less than one million dollars inclusive.

(g) Aircraft and/or Watercraft Liability Insurance

The Contractor shall provide and maintain liability insurance with respect to owned or non-owned aircraft and watercraft, as may be applicable, subject to limits

Cont'd .. ..

Ham Form 200 Page 12 (Cont'd)

.03.02.01 Comprehensive General Liability Insurance (Cont'd)

(g) Aircraft and/or Watercraft Liability Insurance (Cont'd)

of not less than one million dollars inclusive. Such insurance shall be in the joint names of the Contractor the Region, the Architect and those parties defined in .03.02.01 (b)(c) where they have an interest in the use and operation of such aircraft or watercraft. The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

(h) All liability insurance shall be maintained continuously until twelve (12) months after the date of acceptance of all the work by the Engineer.

(i) All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice to changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."

.03.02.02 Property Insurance

(a) The Region will provide and maintain property insurance, insuring the full value of the Work in the amount of the Contract Price and the full value as stated of products that are specified to be provided by the Owner for incorporation into the Work. The insurance shall be in the joint names of the Contractor and the Region, and shall include the interests of the Region, the Contractor and all others having an insurable interest in the Work. The policies shall include all Contractors as Unnamed Insureds or, if they specifically request as Named Insureds. The policies shall preclude subrogation claims by the Insurer against anyone insured thereunder. The coverage is Comprehensive Builders Risk I.A.O. Form No. 507, with a deductible provision which shall be the responsibility of the Contractor, Subcontractor, and all others having an insured interest in the work.

Cont'd .. ..

Ham Form Page 12 (Cont'd)

.03.02.02 Property Insurance (Cont'd)

(b) The policies shall insure against all risks of direct loss or damage subject to the exclusion and limitations specified in the Supplementary General Conditions and the actual policy form. Such coverage shall apply to, but not limited to:

(i) All products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erection and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.

(ii) The installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.

(iii) Damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools and supplies used in the construction of the work and which are not expendable under the contract.

(c) The Region shall provide the Contractor with evidence of all insurance prior to commencement of the Work.

Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until 30 days after written notice of such change or cancellation shall have been given to all Named Insureds."

All such insurances will be maintained continuously until thirty (30) days after the date the Engineer issues a certificate of acceptance of all the Work. All such

Cont'd .. ..

Ham Form Page 12 (Cont'd)

.03.02.02 Property Insurance (Cont'd)

(c) Cont'd .. ..

insurance will provide for the Region to take occupancy of the Work or any part thereof during the term of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Region's expense.

(d) The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Region and the Contractor as their respective interests may appear. The Engineer shall act on behalf of the Region and the Contractor for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Region (in addition to any sum due under the Contract) the amount at which the Region's interest in the restoration work has been appraised, such amount to be paid as the Work of the restoration proceeds and in accordance with the Engineer's certificates for payment. Damage shall not effect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for substantial and total performance of the Work as the Engineer may decide.

(e) The Contractor and/or his Subcontractors as may be applicable shall be responsible for the $500.00 deductible amount under the policies on projects with contract amounts under $300,000.00 and $1,000.00 deductible amount under the policies on projects with contract amounts of $300,000.00 and over and for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.

(f) The Contractor shall provide insurance coverage on tools, machinery and equipment to the satisfaction of the Engineer.

(a) Fire insurance, extended coverage, or special insurance on construction equipment and tools owned by or rented to or in the care, custody and control of the Trade Contractor, other than equipment owned or rented by or for the Region.

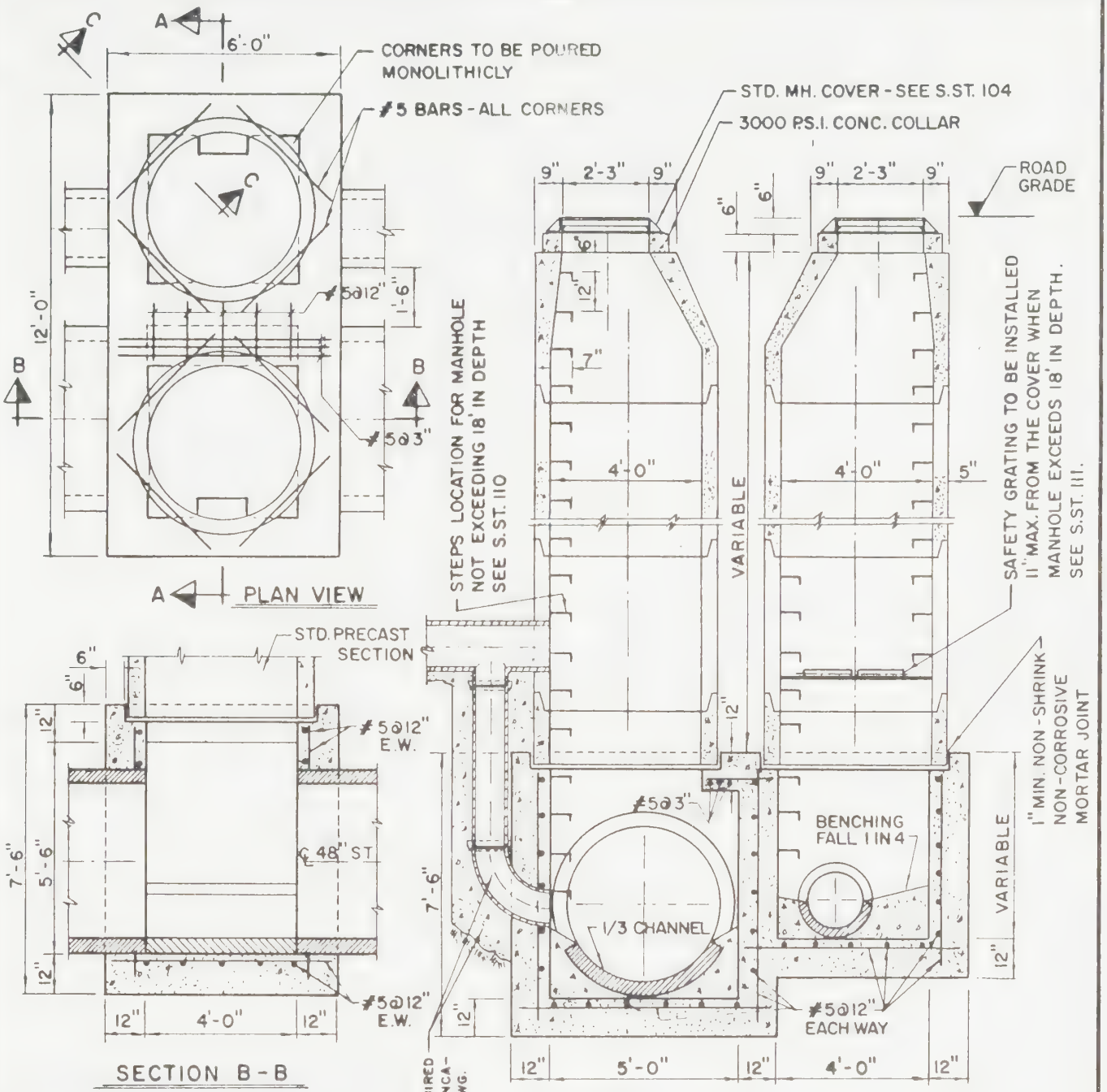
Cont'd .. ..

Ham Form Page 12 (Cont'd)

.03.02.02 Property Insurance (Cont'd)

(f) Cont'd .. ..

(b) Contractor's Equipment Insurance to cover all construction equipment owned or rented or for which the Contractor may be responsible against all risks of loss or damage with coverage to allow for the immediate replacement on the Work of such lost or damaged equipment. All settlements of claims for any loss or damage shall be made without the right of subrogation against the Region, the Construction Manager, of any of their employees, servants and agents.



SPECIFICATIONS

- PRECAST CONCRETE SECTION TO CONFORM TO A.S.T.M. C-478-69T.
- CONCRETE STRENGTH - 4000 P.S.I. MIN.
- H-20 HIGHWAY LOADING.
- BASE SECTION POURED IN PLACE BY CONTRACTOR
- CONCRETE STRENGTH - 3750 P.S.I.
- BASE SECTION REINFORCING TO BE HI-BOND RAIL STEEL BARS - COVER TO BARS MIN. 1½".

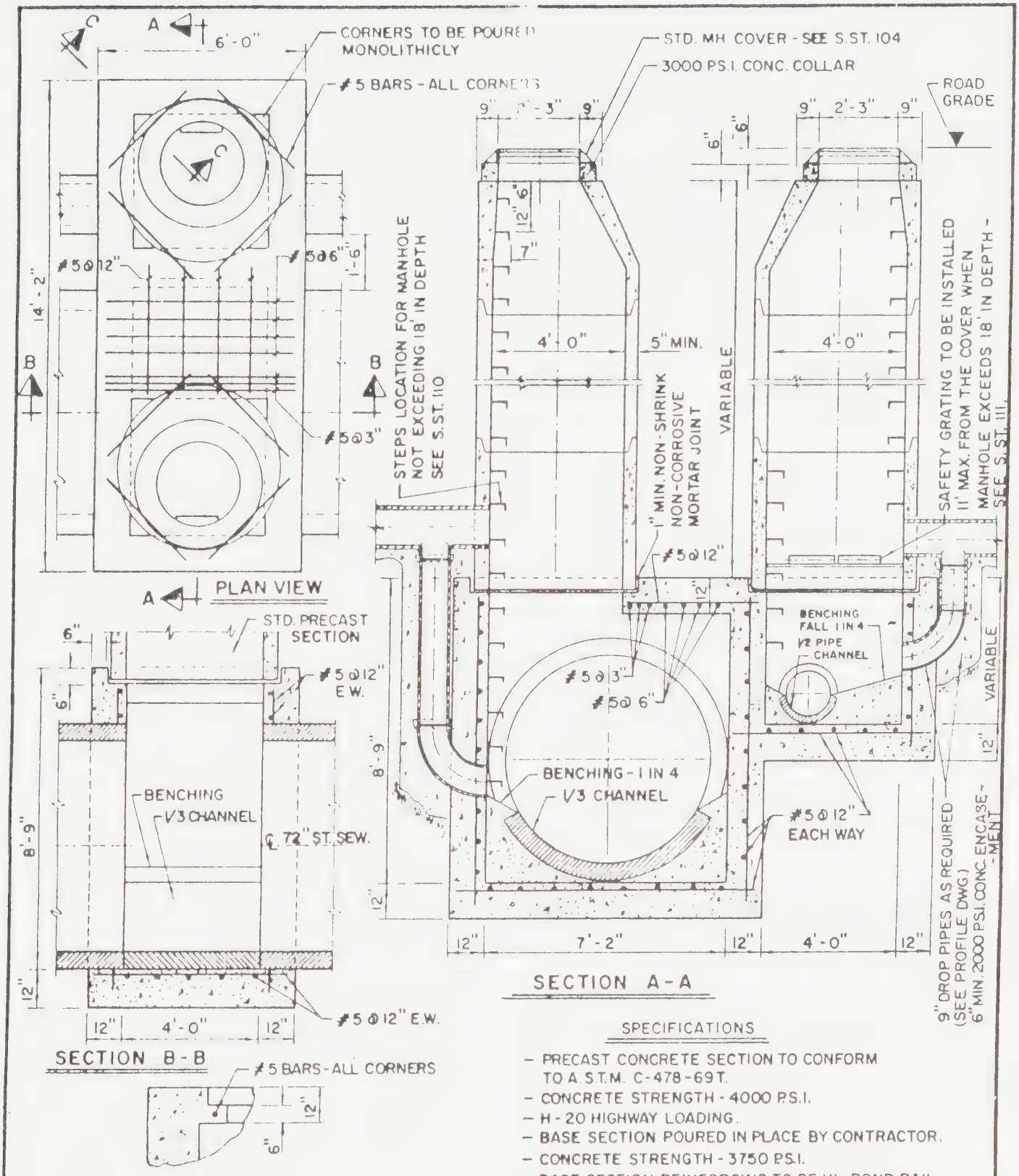
THE REGIONAL MUNICIPALITY OF HAMILTON - WENTWORTH
DEPARTMENT OF ENGINEERING

DIRECTOR

STD. PRECAST MANHOLE FOR DUAL SEWER SYSTEM
UP TO 48" DIA. STORM & UP TO 36" DIA. SANITARY - TO MAX. 25' IN DEPTH

REVISION	DATE	SCALE	APPROVED
1. REINFORCING BARS MOVED TO INSIDE FACE. - MAY 1976 S.S.	JAN. 1974 S.S.	1/4" = 1'-0"	COMMISSIONER OF ENGINEERING

DRAWING NO S.ST. 332



SPECIFICATIONS

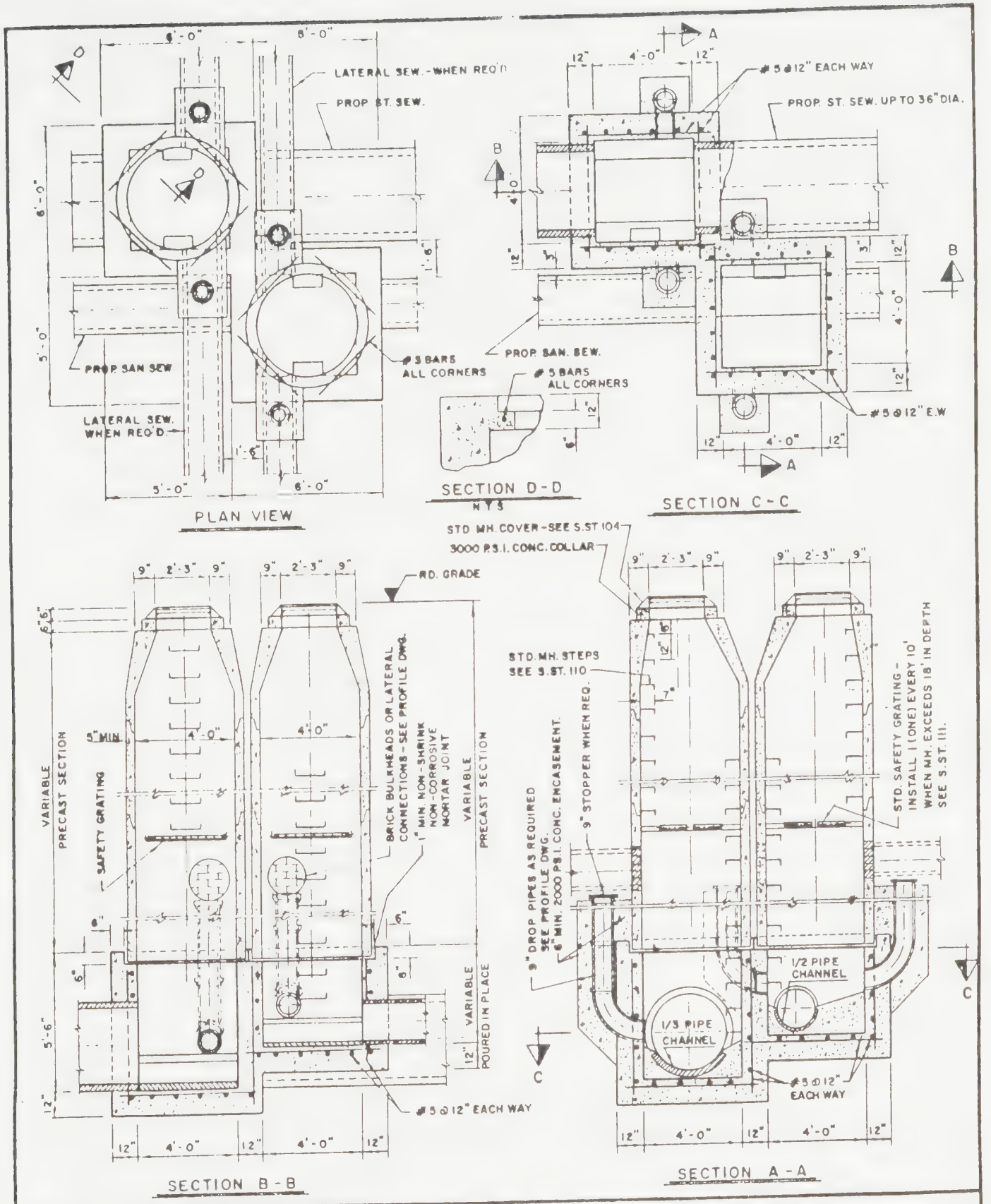
- PRECAST CONCRETE SECTION TO CONFORM TO A.S.T.M. C-478-69T.
- CONCRETE STRENGTH - 4000 P.S.I.
- H-20 HIGHWAY LOADING.
- BASE SECTION POURED IN PLACE BY CONTRACTOR.
- CONCRETE STRENGTH - 3750 P.S.I.
- BASE SECTION REINFORCING TO BE HI-BOND RAIL STEEL BARS - COVER TO BARS MIN. 1½"

THE REGIONAL MUNICIPALITY OF HAMILTON - WENTWORTH
DEPARTMENT OF ENGINEERING

DIRECTOR

STD. PRECAST MANHOLE FOR DUAL SEWER SYSTEM
FOR 72" DIA. STORM & UP TO 36" DIA. SANITARY - TO MAX. 25' IN DEPTH

REVISION	DATE	SCALE	APPROVED
1. REINFORCING BARS MOVED TO INSIDE FACE. — MAY 1976 SS	JAN. 1974	1/4" = 1'-0"	COMMISSIONER OF ENGINEERING
THIS MANHOLE CAN BE USED FOR ST. SEW. UP TO 66" DIA. WITH PIPE DEFLECTION TO 22° MAX.	SS.		
	DRAWING NO	S.ST. 333	



THE REGIONAL MUNICIPALITY OF HAMILTON - WENTWORTH
DEPARTMENT OF ENGINEERING

DIRECTOR

STD. PRECAST FIGURE 8 MANHOLE FOR SEWERS UP TO 36" DIA. AND LATERAL SEWERS UP TO 15" DIA.

REV. SYM.	DATE	SCALE	APPROVED
1. REINFORCING BARS MOVED TO INSIDE FACE. MAY 1976 S.S.	JAN. 1974 S.S.	3/16" = 1'-0"	COMMISSIONER OF ENGINEERING

DRAWING NO. S.ST. 334

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

CONTRACT NO. RHW-77-32(SH)

SPECIAL PROVISIONS

1. SCOPE

A brief summary of the work covered in this Contract is as follows:

(a) Supply and installation of Sanitary Sewers, -
485 lin. ft. of 18" diam.
545 lin. ft. of 15" diam.
56 lin. ft. of 12" diam. and associated construction.

(b) Supply and installation of Storm Sewers, -
43 lin. ft. of 12" diam.
240 lin. ft. of 15" diam.
526 lin. ft. of 21" diam.
395 lin. ft. of 18" diam.
1,210 lin. ft. of 24" diam. and associated construction.

(c) Supply and installation of approx. 92 lin. ft. of 16" diam. watermain and associated construction.

(d) Reconstruction of 44 ft. to 50' wide asphalt on granular surface roadway, approx. length 4,100 feet. Reconstruction of sidewalks of various widths and associated construction including curbs, approaches, wheel chair ramps and areaways.

2. GENERAL

2.1 Bedding - Sewers, - 2,000 p.s.i. concrete as per Ham. Form 1200, placed as per Plan No. S.ST. 201.
Watermains, - Granular B as per Ham. Form 1100, placed as per Plan No. W.S. 500 Sht. 2.
Private drains, - Granular A as per Ham. Form 1100, placed as per Plan No. S.ST. 205.

2.2 Backfill - Sewers, Private Drains, Watermains, -
Selected Excavated Materials from trenches placed in layers not exceeding 24" in depth and compacted to a minimum of 95% Standard Proctor Density.

2.3 Trench Widths, - Trench widths shall not exceed the widths shown on the Contract Drawings.

2.4 Sheathing and Shoring, - The Contractor shall employ close sheathing and shoring or methods otherwise meeting the approval of the Engineer and the requirements of the Construction Safety Act (latest edition).

2. GENERAL -- Cont'd....

2.5 Materials supplied by the Region, - The Contractor shall take delivery of all materials supplied by the Region as per Ham. Forms 303.02 and 304.02 at the Region's Central Services Bldg. located at 125 Barton St. W., Hamilton, and deliver same to the work site at his own expense.

2.6 Salvaged Materials, - Where frames and covers for manholes, catch basins and valve chambers require replacement (as determined by the Engineer), the Contractor shall salvage the existing castings and deliver same in a clean condition, to the Regions Central Services Bldg.

New frames and covers will be supplied by the Region and installed by the Contractor. All costs entailed shall be included by the Tenderer in his prices bid for roadway reconstruction.

2.7 Surplus Excavated Materials, - All materials not suitable for backfill and materials in excess of that required for backfill shall be removed from the site and disposed of by the Contractor at his own expense.

2.8 Verify Elevations, - Prior to construction of sewers in this Contract, the Contractor shall verify the locations and elevations of all bulkheads, manholes and sewers to be connected to.

2.9 Protection of Existing Utilities

It shall be the Contractor's responsibility to contact all utility companies and to assure himself of locations of all underground plants in the vicinity of his trenches and work. All such services endangered by the Contractor's work shall be adequately supported and protected from damage by the Contractor, at his own expense, to the satisfaction of the Engineer and the utility company involved.

The Contractor shall restore all services underground or overhead disturbed or damaged during construction to the satisfaction of the Engineer and the local authorities having jurisdiction over the same.

All restoration shall be done at the Contractor's expense.

2.10 Maintain Flow - The Contractor shall maintain the flow in all sewers, private drains, watermains and water services involved in this Contract to provide uninterrupted service to abutting properties.

2.11 Plug Abandoned Piping - The Contractor shall plug the ends of all abandoned piping cut during construction. Plugs shall consist of 2,000 p.s.i. concrete inserted a minimum of 12" into piping.

2. GENERAL -- Cont'd.....

2.12 Sub-surface and other Site Conditions - The Contractor is particularly advised that the information shown on the contract drawings regarding sub-surface and other site conditions is at best a guide to assist him in the determination of the conditions he will probably encounter when excavating.

The Region assumes no responsibility for the accuracy of this information and the Contractor shall have no claim on account of his encountering conditions other than those indicated by the above or implied herein.

It is expected that the Tenderer shall make, at his own expense, such tests, inspections and other on-site investigations as he considers necessary to satisfy himself as to the nature of the conditions to be met with and the quantities of the various types of work to be done, however, should he encounter, in the course of construction, conditions more difficult than those aniticipated on the basis of his investigations, he shall have no claim against the Region on this account.

2.13 Work Schedule - It is aniticipated that the successful Tenderer will be requested to commence work on this project on 27 June 1977. In order to accommodate the above starting date the Contractor must execute the Contract including securing bonds etc. and provide a detailed construction schedule as per clause 2.14 at a pre-construction meeting to be held on 20 June 1977, at a time and place to be determined by the Engineer.

2.14 Construction Schedule Per Chart, - The Contractor shall submit six (6) copies of a construction schedule bar chart for approval by the Engineer. This chart shall show clearly the proposed dates of commencement and completion of each major phase of the work.

In preparing the schedule the Contractor shall take into consideration all aspects of the work, and requirements for traffic, hours of work, working days etc., as specified herein.

Whenever it becomes apparent that progress of the actual construction will deviate significantly from the proposed schedule, the Contractor must immediately notify the Engineer in writing.

2.15 Co-ordination of Work and Working Hours, - Work on sewers shall be carried out concurrently between Bay Street and Hess Street and between Ray Street and Dundurn Street.

This Contractor shall co-ordinate the work of the other utility companies who will be carrying out their work at the same time as construction on this Contract is underway. It is anticipated that the Hydro will be relocating lighting poles and underground services, and that Bell Canada may be required to also install some underground ducts and cables.

2. GENERAL -- Cont'd.....

2.15 Co-ordination of Work and Working Hours -- Cont'd...

In order to expedite the work in this Contract within the number of working days allotted the Contractor will be required to carry out work from 7:00 a.m. to dusk from Monday to Friday inclusive.

To facilitate traffic and meet the traffic requirements as specified the Contractor may have to carry out some portions of the work on Saturdays and Sundays.

2.16 Traffic Requirements, - In addition to Ham. Form 200.03.10, the following shall apply, - The Contractor shall notify the Department of Traffic and the Commissioner of Engineering a minimum of 48 hours prior to commencing construction or barricading any street involved in this Contract.

No regulatory traffic signs shall be removed or blocked from view by this Contractor. Where such signs are required to be removed or obscured to facilitate construction, the Contractor shall request the Department of Traffic to install temporary signs.

The Contractor shall co-operate with the Department of Traffic to maintain all permanent and temporary signs involved in this Contract.

The following traffic requirements shall apply during construction.

(a) During Sewer Construction

King Street

Two lanes of traffic are to be maintained at all times either between Bay Street and Queen Street or between Queen Street and Margaret Street.

Two lanes of traffic are to be maintained at all times between Margaret Street and Dundurn Street.

A minimum of one lane of traffic is to be maintained at all times between Bay Street and Margaret Street.

Caroline Street, - Maintain one lane of traffic across King Street at all times.

Hess Street, - Maintain two lanes of traffic across King St. at all times.

Queen Street, - Maintain one Southbound lane and one Southbound right turn traffic lane across King Street at all times.

2. GENERAL -- Cont'd.....

2.16 (a) Cont'd.....

Locke Street, - Maintain one Northbound traffic lane across King Street at all times.

Margaret, Strathcona and New Streets, - Access across King Street is to be maintained on two out of three streets at all times.

Pearl and Ray Streets, - Access across King Street shall be maintained on one of the two streets at all times.

(b) During Roadway Construction

King Street, - Two lanes of traffic are to be maintained at all times.

Caroline and Hess Streets, - One traffic lane at all times across and/or turning onto King Street.

Queen Street, - The Contractor is to make a specific reconstruction proposal for staging the reconstruction of the intersection of Queen and King Streets to the satisfaction of the Engineer. To enable the Contractor to prepare his proposal, traffic requirements will be given at a pre-tender meeting. See paragraph 2.17.

Ray and Pearl Streets, - Maintain one Southbound lane and one Southbound right turn traffic lane across King Street at all times.

Locke Street, - Normal intersection traffic movements are to be maintained (turning or through traffic).

Margaret, Strathcona and New Streets, - Local access traffic is to be maintained.

The Contractor shall be responsible for supplying, erecting and maintaining the necessary traffic delineators, barricades and signs on King Street, east of Bay Street and at all other locations as required.

In addition to the above the Contractor shall co-operate with and maintain delivery access to all commercial properties affected by construction. The construction sites shall be kept clean of obstructions to permit the above access requirement.

2.17 Pre-Tender Meeting, - The Region will notify all Tenderers of a pre-tender meeting to be held on or about June 1, 1977. At this meeting the Engineer will clarify any queries from Contractors regarding traffic requirements, construction scheduling as well as other aspects of this Contract.

2. GENERAL -- Cont'd....

2.18 Time for Completion, - In addition to Special Provisions for "Liquidated Damages and Time for Completion, Progress of the work and time for completion", the following shall apply, -

The Contractor shall commence work in accordance with clause 2.13 of these special provisions "Work Schedule" and shall complete it within 120 working days of the date specified.

Out of the 120 working days, 100 days will be allotted to the 1977 construction season. The Contractor must complete all sewer, watermain, curb, sidewalk, and roadway work up to and including the construction of the roadway except the application of the surface course. The binder shall be ramped at all manhole and chamber covers etc. and maintained by the Contractor over the winter to the satisfaction of the Engineer.

Early in the 1978 construction season the Contractor will receive a written notice to proceed with the application of the surface course as specified.

The remaining 20 days will be allowed to apply the surface course complete and do all other associated work to complete the Contract to the satisfaction of the Engineer.

Liquidated Damages as specified herein will be charged to the Contractor for all time in excess of 100 working days used during the 1977 construction season and for all time in excess of the 20 working days used during the 1978 construction season.

2.19 In all resurfaced areas, where new asphalt is overlaid onto existing asphalt a tack coat must be applied, payment for materials and labour for the application of same shall be included in the surface course item in each section.

2.20 In road resurfacing areas adjacent to reconstructed and/or repaired combined walk and curb and/or curb the contractor will have the option at the discretion of the Engineer to hang the front curb form on the existing road base or remove sufficient road base material as directed to construct the full front curb depth.

Payment for the above is included in the particular items for repair or reconstruction of combined walk and curb and/or curb only at the unit price stated. In the event that further base materials are required to be removed, payment for the reconstruction of the road strip along the curb will be made on the bases of the unit prices as indicated in the "Schedule of Quantities and Prices."

2. General -- Cont'd...

2.21 Sidewalk Removal - Prior to removing sidewalks the Contractor shall establish the location of all areaways, beneath the walks. The sidewalk in these areas shall be carefully removed to avoid damage to buildings. Where such areaways are being used for storage etc. by the owners it shall be the Contractor's responsibility to arrange with the owners for removal or temporary protection of stored goods.

3. SUPPLY AND INSTALL SEWERS - Sections 1, 2, & 3, Item 1

Under these items the Contractor shall supply and install the sewers in the locations and to the elevations and grades shown on the contract drawings. Also included shall be the removal of bulkheads, plugs etc. and the connections to existing manholes and sewers as shown and the supply and installation of risers and the following sewer "y" junctions.

In the proposed 18" San. Sewer from Bay Street to Caroline Street.
1 - 18" X 9" junctions (Right)

In the proposed 15" Storm Sewer on Locke Street.
1 - 15" X 9" junction (Left)

In the proposed 18" Storm Sewer on King Street from Ray Street to Pearl St.

1 - 18" X 9" junction (Left)
1 - 18" X 9" junction (Right)

In the proposed 15" Storm Sewer on Strathcona Avenue.
1 - 15" X 9" junction (Left)

In the proposed 21" Storm Sewer on King Street from Pearl Street to Locke Street.
2 - 21" X 9" junctions (Right)

In the proposed 24" Storm sewer from Locke Street to Dundrun Street.
3 - 24" X 9" junctions (Left)
4 - 24" X 9" junctions (Right)

Payment shall include all of the above and will be made on the unit prices stated in the schedule of quantities and prices for these items as per Ham. Form 303.05.

4. CONSTRUCT MANHOLES - Sections 1, 2, & 3, Item 2

Included in these items shall be all costs to construct the various manholes complete in the locations shown with drop pipes, bulkheads, and all other appertunances as shown on detail drawings. Also included shall be all connections to proposed and existing sewers. The tenderer is referred to Ham. Form 303.02 for those items to be supplied by the Region.

Payment will be made on the unit prices stated in the schedule of quantities and prices for these items.

5. SUPPLY PIPE FOR AND RECONSTRUCT DRAINS - Sections 1 & 3, Item 3

Under this item the Contractor shall supply all 6" diam. pipe and materials to reconstruct private drains. Where private drains are cut during sewer construction they shall be inspected by the Engineer and where in his opinion, condition of the drains require replacement, he will request this Contractor to remove all or sections of such drains and to reconstruct the drains with new pipe and fittings.

Payment shall include all costs and will be made on the unit prices stated in the schedule of quantities and prices.

6. SUPPLY AND INSTALL DUAL DRAINS - Sections 1 & 3, Item 5

Included in these items shall be all costs to supply and install dual private drains (8" sanitary and 9" storm) from the main sewers to the Street line. In Section 1, the sanitary drain shall be connected to the riser or junction on the proposed sanitary sewer and the storm drain shall be connected to the existing 2' - 6" X 3' - 9" sewer. In Section 3, the 9" storm drain shall be connected to the riser or junction drain shall be connected to the existing sewer.

Payment will be made on the unit prices stated in the schedule of quantities and prices for these items.

7. ABANDON STD. CATCH BASIN - Section 4, Item 10

Under this item the Contractor shall completely remove and dispose of catch basin and fill the excavation with granular B or excess selected excavated materials from trenches in lifts not exceeding 2' and compact to a minimum of 95% Standard Proctor Density. Existing drains shall be plugged as per clause 2.11. Payment shall include all of the above and will be made on the unit prices stated in the schedule of quantities and prices.

8. ABANDONED AREAWAYS - Section 4, Item 27

Where areaways are to be abandoned under this Contract, the Contractor shall supply and lay 10" concrete blocks to completely seal openings from buildings to areaways. Blocks shall be layed flush with the inside walls of buildings, parged a minimum of 3/8" on the outside face with cement sand mortar and waterproofed with an approved bituminous foundation waterproofing. Where areaways are too small to be filled with concrete block the contractor shall supply 3,000 p.s.i. concrete to fill all such openings. Areaways shall be filled with granular "A" as per Ham. Form 1100 and compacted in layers not exceeding 2' in depth to a minimum of 95% Standard Proctor Density.

Payment shall include all of the above and will be made on the unit price stated in the schedule of quantities and prices for this item.

9. AREAWAYS IN USE --- Section 4, Item 28

Under this item the Contractor shall install new frames and reinstall existing covers on areaways which are to remain in use. The Contractor shall submit an itemized list of frames required to the Region who will supply all such frames. Where in the opinion of the Engineer covers require replacement the Region will supply all such covers. Frames and voers shall be set by the Contractor flush with proposed sidewalk grades.

Payment will be made on the unit price stated in the schedule of quantities and prices for this item.

10. SUPPLY AND INSTALL 16" DIAM. WATERMAIN -- Section 5, Item 1

Under this item the Contractor shall supply and install 16" diam., ductile iron, tyton joint, cement lined watermain as per Ham. Form 1402, with fittings and thrust blocks complete in the location shown on the contract drawings.

Payment will be made on the unit price stated in the schedule of quantities and prices.

11. CONSTRUCT 16" GATE VALVE CHAMBER -- Section 5, Item 3

Included in this item shall be all costs to supply materials for and to construct the valve chamber complete as per Plan No. W.S. 312 with 16" gate valve and 4" blow off. Also included shall be the supply of all materials for and construction of the 6" diam. drain with connection to existing sewer.

Refer to Ham. Form 304.02 for items to be supplied by the Region.

Payment shall include all of the above and will be made on the unit price stated in the schedule of quantities and prices.

CONTRACT NO. RHW-77-32 (SH)

SPECIAL PROVISIONS

RESPECTING

CONTINGENCY ALLOWANCE

A fixed sum of $60,000.00 dollars shall be included in the total bid for the performance of the Contract, to provide for payment for any extra or additional work of a contingent nature that the Commissioner of Engineering considers necessary to be performed by the Contractor during the course of work. The requirements of Ham. Form 200-02.05 shall apply.

The provisions of a contingency allowance shall not be construed by the Contractor as constituting a protection for him against any defects occurring in the work as a result of his negligence or employment of inferior materials and workmanship therein, nor shall it be looked upon as an available reserve to protect him against the usual hazards that may be expected to attend the execution of work of a nature such as that entailed by the project herein, adequate allowance for which must be anticipated by the Contractor and incorporated in his prices quoted for performing the units of work set out in the "Schedule of Quantities and Prices" of the "Form of Tender".

R.H.W.
Department of Engineering

SPECIAL PROVISIONS FOR

CONTRACT NO. RHW-77-32 (SH)

LIQUIDATED DAMAGES AND TIME FOR COMPLETION

LIQUIDATED DAMAGES

1. TIME

Time shall be the essence of this agreement.

2. PROGRESS OF THE WORK AND TIME FOR COMPLETION

The Contractor shall commence work in accordance with section 200.05.02 of the General Conditions and shall complete it
* within __*_____ working days of the commencement date specified in the Notice to Proceed.

If this time limit specified above is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to insure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefor.

Working time shall be charged until the date of acceptance of the work by the Engineer as specified in Section 200.02.07, and 200.02.08 of the General Conditions.

* Refer to Special Provisions Section 2 GENERAL clause 2.18 Time for completion,

1977 100 WORKING DAYS
1978 20 WORKING DAYS

R.H.W.

3. WORKING DAY

A Working Day is defined as any day:

(a) Except Saturdays, Sundays and Statutory Holidays.

(b) Except a day on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to controlling operation or operations, as determined by the Engineer, from proceeding with at least 60% of the normal labour and equipment force engaged on such operation or operations for at least (5) hours toward completion of such operation or operations. A controlling operation or operations is to be construed to include any feature of the work considered at the time by the Engineer which, if delayed, will delay the time of the completion of the Contract.

The Engineer will furnish the Contractor with a weekly statement showing the number of working days charged to the Contract for the preceding week, the number of working days specified for completion of the Contract, and the number of working days remaining to complete the Contract. The Contractor will be allowed one week in which to file a written protest setting forth in what respects the said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by the Contractor as correct.

4. EXTENSION OF TIME

Section 200.05.04 of the General Conditions shall apply in its entirety to these Special Provisions.

5. LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the number of working days as set forth in these Special Provisions, damage will be sustained by the Region and the parties hereto agree that the Contractor will pay to the Region, the sum of ONE HUNDRED DOLLARS.....($100.00) for liquidated damages for each day and every calendar day's delay in finishing the work in excess of the number of working days prescribed and it is agreed that this amount is an estimate of the actual damage incurred by the Region which will accrue during the period in excess of the prescribed number of working days.

The Region may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account or contract whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Region.

The Contractor shall not be assessed with Liquidated Damages for any delay caused by Acts of God, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes.

If the time available for the completion of the work is increased or decreased by reason of alterations or changes made under Section 200.02.04 of the General Conditions, the number of Working Days shall be increased or decreased as determined by the Engineer.

If the time available for the completion of the work is increased or decreased because of an overrun of a major item in the Contract, the Engineer in his sole discretion, may increase or decrease the number of working days by adding or subtracting therefrom, as the case may be, a number of days calculated from the difference between the actual quantity and the estimated tender quantity divided by the average daily production of the most productive 50% of the working time shown on the Contractor's schedule provided that this basis for calculation may not be used where in the opinion of the Engineer, all or any of the relevant major items are carried out concurrently, and the decision of the Engineer shall be final.

SPECIAL PROVISIONS

Respecting

FEDERAL SALES TAX

and

ONTARIO RETAIL SALES TAX

1. FEDERAL SALES TAX

1.1 Sewer and Drainage Construction and Appurtenant Work

Tenders for sewer and drainage construction and appurtenant work will be considered only on a Federal Sales Tax excluded basis. Under Section 111 of the Excise Tax, municipalities are exempted from payment of Federal Sales Tax on goods purchased by them for their own use, and not for resale as part of a sewerage and/or drainage system.

The Department of National Revenue has ruled that where a municipality enters into a contract for a sewerage or drainage system, and the contract, together with all billings thereunder, specifies the charge for the materials and goods separate from the amounts for labour and all other charges, the Department will consider the Contractor as selling the materials and goods as such, to the municipality.

The successful tenderer on this Contract shall pay Federal Sales Tax, on purchases which he makes under the Contract, for incorporation in the permanent sewerage and/or drainage works, and may recover such Sales Tax by completing Forms N.15 and N.15A, obtainable free of charge from any Sales Tax Division Office, Department of National Revenue.

The Form of Tender for this Contract gives effect to the above stated exempting provision, and must be completed exactly as directed therein. All spaces in the Form of Tender must be completed.

In the computation of each individual item price for insertion in the "Schedule of Quantities and Prices" - for sewerage and drainage and appurtenant construction - of the "Form of Tender", it is not necessary to show the charge for materials and goods separate from the amounts for labour and all other charges.

Special Note Re: Sewerage and Drainage Systems:-

If the Contractor purchases taxable goods from wholesalers, Sales Tax included, on which he is entitled to a refund, he may deduct 25% from his cost price of such taxable goods and submit a refund claim for 11/111ths of the balance. On similar purchases from retailers, the Contractor may deduct 50% from his cost price and submit a refund claim for 10% of the balance.

SPECIAL PROVISIONS
RESPECTING FEDERAL SALES TAX
AND ONTARIO RETAIL SALES TAX

1. FEDERAL SALES TAX

1.2 Watermains and Water Service Construction and Appurtenant Work

All materials required for the performance of watermain and water service construction and appurtenant work are properly subject to Federal Sales Tax. All such tax shall be included in the total price for this work quoted in the "Schedule of Quantities and Prices" of the "Form of Tender".

1.3 Roadway, Sidewalk, Curb & Alleyway Construction and Appurtenant Work

All materials required for the performance of raodway, sidewalk, curb and alleyway construction, and appurtenant work are properly subject to Federal Sales Tax. All such tax shall be included in the total price for this work quoted in the "Schedule of Quantities and Prices" of the "Form of Tender".

2. ONTARIO RETAIL SALES TAX

Under the ruling 21 of the Ontario Retail Sales Tax Act, all work under the Contract is properly exempt from Ontario Retail Sales Tax.

A proper certificate of exemption will be handed to the successful tenderer who, in turn, must purchase all of the components which are required to be supplied by him and which enter into and become part of the work under the Contract, exempt from Ontario Retail Sales Tax, with the exception of mixed concrete and mixed asphalt.

With respect to mixed concrete and mixed asphalt the Regional Treasury Department will provide the successful tenderer with a certificate form which must be completed prior to final payment on the Contract.

To comply with the requirements of Ruling 21, the successful Tenderer shall obtain a "Special Permit" for this Contract. This "Special Permit" is obtainable upon application to the Retail Sales Tax Branch Office, Ontario Treasury Department, 361 King Street West, Hamilton, Ontario.

R.H.W.
JANUARY, 1974

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